

MORTGAGE RECORD NO. 402

214962 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. L. Davis and Florence M. Davis, his wifea Tulsa County, Oklahoma, part^{ies} of the first part, have mortgaged and hereby mortgage to Charles Rennerof part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) of Powers Re-Subdivision of Lots
Nien(9) and twelve (12) of Block two (2)
of the Pomeroy Heights Addition to the city
of Tulsa, County of Tulsa State of Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

Certify that I received \$ 24 and issued
therefor in payment of mortgage
on this 28 day of Nov 1922

WAYNE L. DICKEY, County

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of (\\$600.00)Six hundred and no/100

DOLLARS

with interest thereon at the rate of Ten per cent, per annum, payable semi- annually from dateaccording to the terms of one certain promissory note described as follows to-wit:

of even date herewith, for the sum of Six Hundred dollars
(\$600.00) due and payable November 28th, 1924.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part^{ies} shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, One hundred (\$100.00) reasonable attorney's fee of One hundred (\$100.00) DOLLARS, which this mortgage also secures, in addition to that provided for in the note.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of November, 19 22.W. L. Davis

SEAL

Florence M. Davis

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Edgar M. Lee, a Notary Public in and for said County and State, on this 28th day of November, 19 22, personally appeared

W. L. Davisand Florence M. Davis, his wife

to me known to be the identical person^s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Feb. 19, 1924. (Seal) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov. A. D., 19 22 at 1:00 o'clock P. M. Book 402, Page 22.

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.